

said land. Under sub-section (1) of Section 17 of the Act, the Government further direct that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the lands are kept in the Office of the Special Land Acquisition Officer, Mandya, and may be inspected at any time during office hours.

MANDYA DISTRICT, MANDYA TALUK, KOTHATHI HOBLI, CHEERANAHALLI VILLAGE.

Name of khatedar or owner	S. No. or Ml. No.	Whether dry, wet, or garden, etc.	Total extent	Kharab	Remaining extent	Assessment	Extent now required		Boundaries			
							Extent	Assessment	East	West	North	South
M. C. Varadachar	103	I. C. Dry	4 11	...	4 11	Rs. a. 5 8	4 11	Rs. a. 5 8	S. No. 147	S. No. 147	S. No. 109	S. No. 147
Do	118	Do	4 34	...	4 34	7 8	4 34	7 8	115	110	114	112
Do	114	Do	4 22	...	4 22	7 0	4 22	7 0	147	113	115	110
Total			18 27	20 0				

9451

K. D. JOSHI, P. W. Secy.

ADDITIONAL SECRETARIAT.

Dated 23rd May 1945.

No. L° 11357—V. P. 5-44-84. Under section 4 of the Land Acquisition Act 1894, as amended from time to time, it is hereby notified that the properties described hereunder are required for a public purpose, viz., Village Extension.

Under Section 5-A, it is directed that any person interested in the above properties may, within 30 days after the issue of this notification, prefer objections, if any thereto, to the Sub-Division Officer, Chikballapur, in writing, after which no objections will be heard.

A plan of the properties will be available for inspection in the Office of the Sub-Division Officer, Chikballapur.

KOLAR DISTRICT, GUDIBANDA SUB-TALUK, SOMANAHALLI HOBLI, YERRALAKKANAHALLI VILLAGE.

Names of khatedars or owners	Anubhavaders (if any) or other persons interested in the properties	S.No. or Ml. No.	Whether dry, wet or garden, etc.	Total extent	Kharab	Extent now required		Boundaries			
						Extent	Assessment	East	West	North	South
Gooli Somanna	Gooli Somanna	1-1	Dry	0 19	4	0 14	0 5	S. No. 65 and 66	S. No. 1-2	S. No. 3	S. No. Village Do
Lakshminarasappa bin Buchappa.	Shau. Ramanna	1-2	Do	0 17	...	0	0 7	1-1	1-3	3	...

9436

Dated 23rd May 1945.

No. L 11366—V. P. 5-44-81. Under Section 4 of the Land Acquisition Act 1894, as amended from time to time it, is hereby notified, that the property described hereunder is required for a public purpose, viz., 16-1 Village site.

Under Section 5-A, it is directed that any person interested in the above property may, within 30 days after the issue of this notification, prefer objections, if any thereto, to the Sub-Division Officer, Chikballapur, in writing after which time no objections will be heard.

A plan of the property will be available for inspection in the Office of Assistant Commissioner, Chikballapur.

KOLAR DISTRICT, CHINTAMANI TALUK, KAIVARA HOBLI, GUNNELLI VILLAGE.

Name of khatedar or owner.	Anubhavadar (if any) or other persons interested in the properties	Survey or Ml. No.	Whether dry, wet or garden, etc.	Total extent	Kharab	Extent now required		Boundaries			
						Extent	Assessment	East	West	North	South
Pilla Chokkappa bin Nagappa, Munappa bin Munappa.	...	4-1	Dry.	3 15	...	3 15	6 0	Kurnba Erappa's dry land.	Mare-gowdana-vara Munappa & others land.	Road	Venka raya's land.

9434

J. B. MALLARADHYA, Addl. Secy.

GENERAL SECRETARIAT

Dated 29th May 1945.

No. S. R. 4406—L. W. 69-44-15. Under Section 12 (4) of the Mysore Labour Act XIII of 1942 as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore, in the matter of failure of the Conciliation Proceedings in the dispute between the Nandidroog Mines Labour Association, Oorgaum, K. G. F., and the management of the concerned mines in regard to the case of enhancement of wages to Hand Jumper Maistries.

9553

MAHOMED ISMAIL SHERIFF, Genl. Secy.

OFFICE OF THE CHIEF CONCILIATOR
IN MYSORE.

No. C. C. 27—44-45.

Dated Camp Oorgaum, 18th May 1945.

FROM

M. Navaneetham Naidu, Esq., B.A., B.L.,
Chief Conciliator in Mysore, Bangalore.

TO

M. Ismail Sheriff, Esq., B.A.,
Secretary to the Government of His
Highness the Maharaja of Mysore.

SIR,

I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act relating to a dispute between the Nandydroog Mines Labour Association, Oorgaum. Kolar Gold Fields and the concerned Mines, in regard to the case of enhancement of wages to Hand Jumper Maistries.

(2) The President of this Labour Association gave to the Superintendent of the said Mines, a notice of change on the 28th December 1944, setting forth the following demand:—

"When the management of the Nandydroog Mines increased the wages of Hand Jumper Men, no increment was given to Hand Jumper Maistries. But subsequent to their request to enhance their wages, the Management promised them a scale of special bonus, depending on the volume of work turned out by Hand Jumper labourers collectively. The Hand Jumper Maistries feel that the condition for earning more an adequate sum of money as this bonus is mostly beyond their control. Therefore the Association requests the Management to enhance the wages of Hand Jumper Maistries by eight annas, per day."

(3) In reply to that notice, the Superintendent of the Mines stated thus:—

"The bonus system referred to has not been in force for a sufficient period to test its effect and so, we regret our inability to consider any change at present."

(4) The Assistant Commissioner of Labour, Kolar Gold

parties in this matter. So, the Commissioner of Labour referred the case to this Office for initiating Conciliation Proceedings, under Section 10 (3) of the Labour Act.

(5) The case was registered accordingly (C. C. 27—45). I held Conciliation Proceedings at Oorgaum on the 7th March 1945, 16th April 1945 and on the 17th May 1945. The Labour Association was represented by its Secretary Mr. S. B. Arekul, while Mr. R. G. K. Morrison, the Superintendent of the Mines represented the Management. Mr. A. Sundaram Mudaliar, Assistant Commissioner of Labour, Kolar Division, was also present throughout.

(6) The subject was fully discussed on both sides.

In the first sittings, the Secretary of the Association explained the demand and stated that it was necessary to give higher wages asked for. The Superintendent replied that the Management had recently introduced the special Bonus System for the benefit of these men, and that it had not been sufficiently tried to judge its results. The Association contended that the system in question had been tried for the last three months and that though this system gave the maistries additional emoluments, it did not help them much as it was not taken into account in calculating the allowance paid when these men are on leave or in hospital, and that they wanted the basic wage to be enhanced so that it might be taken into account in calculating leave and hospital allowance and service gratuity. The Management stated that the special bonus system is working entirely in favour of these employees and that they have given three annas, four annas and even six annas per shift and there are instances in which these Maistries have earned a special bonus of even Re. 1 and that the more the work these Maistries get done from Hand Jumper Men, the more bonus these Maistries would get, so much so, these men were in a better position than before. The Association Secretary contended that these men were not sure of what they would get in each month as it depended on the work turned out by Hand Jumper Men under them and that these Maistries wanted to make sure of their earnings by raising the wage and are seeking only commutation of the special bonus. The Management stated that as it is, these men are given scope to earn more by showing increased output of work by the Hand Jumper Men placed under them, as, for every foot of work done, they are given more money by way of special bonus. After further discussion, the Management stated that they have no direct hand in this case, as these men are working under contractors and paid by them and that the Association can approach the contractors. The Association Secretary contended that they are not concerned with the contractors. The Management stated that they have made contract for giving special bonus and to that extent they have increased the rate. If any proposal ensuring increased output of work is put forth by the Association, the Superintendent promised that he would use his good offices with the contractors to consider the question. After further discussion the Management promised to consult the contractors. At this stage, both sides asked for an adjournment to consider the matter further and see if an understanding could be reached. An adjournment was granted accordingly.

(7) On the next sitting (16th April 1945), the Superintendent stated that he consulted the contractors in the matter. He said that as a result of enquiries as to the capacity of the contractors in the matter of payment of increased wages to the Hand Jumper Maistries, the Management intended to allow the contractors more margin based on the measurement for April 1945, to enable the contractors to pay better wages to Hand Jumper Maistries. The Association Secretary contended that the Association cannot recognise the contractors as the employers and that the matter should not be left entirely to the contractors and that the company should intercede on behalf of the Maistries. It was also stated by the Association Secretary that the offer is not definite as to the amount or extent and could not, therefore, be accepted. After further discussion, the Superintendent promised to use his good offices by contacting the contractors, and ascertain what increases the contractors are prepared to grant to these Hand Jumper Maistries. Both parties then requested for an adjournment for a month, so that the Management would have time to take the measurements for April 1945 and to decide the rates to be given to the contractors and to know what increased wage rates the contractor would pay to the Hand Jumper Maistries.

(8) At the adjourned sitting (yesterday i.e., 17th May 1945) the Superintendent said that after consulting the contractors, the Management have paid to the contractors Rs. 8 over previous month's rate so that the contractors

that the contractors have sanctioned increments to 57 Maistries of all classes at two to three annas as it was not desirable to make any distinction between one class of Maistries and another. The Association Secretary wanted to know the exact number of Hand Jumper Maistries that have been sanctioned increments. The Superintendent stated that 18 Hand Jumper Maistries out of 46 have been sanctioned increments so far. The Association contended that as the present increase was not in respect of all Hand Jumper Maistries, the offer could not be accepted. He urged that every Hand Jumper Maistry should get some increase in wages, though the rate of increase may not be the same. The Superintendent pointed out that Hand Jumper Maistries if they wished to earn more had scope to do so, because, they may, without prejudice to their legitimate work, earn extra emoluments by drilling holes. After further discussion the Association Secretary contended that the offer was not adequate. The Superintendent desired to know whether the present increase now sanctioned may be cancelled. The Labour Representative said that he does not propose to answer that question. The Superintendent replied that in his opinion, no substantial argument had been put forth as to why the increase should be raised beyond the limit now sanctioned.

The Association Secretary said that the present increase does not satisfy Hand Jumper Maistries and that all of them must get an increase though it may not be at the same rate of increase. The Superintendent desired to know whether the grant of increase between two annas and three annas by the contractors to those Hand Jumper Maistries who worked under the same contractor for not less than two years without increment, would satisfy the Association. The Labour Representative said that he could not agree to that and that every Hand Jumper Maistry should get some increase, though not at the same rate and that the rate of increase may vary between five annas and eight annas. The Superintendent stated that he could not agree to the increase to all Hand Jumper Maistries without reference to service or to an increase of not less than five annas in each case. He added that he would use his good offices with the contractors to secure an increment of two to three annas to those people who had put in satisfactory service and who have worked continuously in this Mine for not less than two years without getting an increment.

The Association Secretary was not agreeable to the proposal of the Management and he pressed for an increase to all for a minimum of five annas to the maximum of eight annas. The Superintendent regretted his inability to accept this demand.

(9) All possible ways of settlement were explored but the parties did not come to a settlement in regard to this matter.

(10) The Proceedings thus ended in failure, which I hereby report.

(11) I request that this report may be published in the Gazette, as required under sub-section 4 of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir,
Your most obedient servant,
NAVANBETHAM,
Chief Conciliator in Mysore.

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LAW SECRETARIAT

Dated 26th May 1945.

No. Rl. 6181—R. A. 98-44-17. Whereas Mr. G. V. Mohammed Nazir, Land-holder and Merchant, Gargeswari, T. Narsipur Taluk, having stood as a candidate for election held in accordance with Notification No. Rl. 1980—R. A. 50-44-1, dated the 21st November 1944, for the Representative Assembly from the Chamarajanagar *cum* Gundlupet *cum* Nanjangud *cum* T. Narsipur *cum* Yelandur—Muhammodan Constituency incurred disqualification under the provisions of clause (h) of sub-section (1) of Section 20 of the Government of Mysore Act, 1940, and Rule 195 of the Representative Assembly Rules, 1940, for failure to lodge the return of his election expenses within the 12th April 1945, the date by which the return ought to have been lodged with the Returning Officer.